

Exhibit Y

Exhibit Y-1

Allerding, John

From: Louise Blouin <lt@ltbholding.com>
Sent: Sunday, July 23, 2023 1:55 AM
To: John Isbell
Cc: John Woodhouse; Charles Andros; Kevin Frericks; Camisha Simmons; David M. Hryck; Allerding, John
Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

CAUTION EXTERNAL EMAIL

We are now transferring and looking for a new attorney under David

Please do not cc Brett anymore

So feel free to question any wrong perception
Or facts that I have stated

It is with communication and good faith realistic
Expectation that we can get through this
Keep that in mind

Sent from [Outlook for iOS](#)

From: John Isbell <john@jfi-law.com>
Sent: Sunday, July 23, 2023 4:23:56 AM
To: Louise Blouin <lt@ltbholding.com>
Cc: John Woodhouse <johnwoody67@hotmail.com>; Charles Andros <charlesandros@baypointadvisors.com>; Brett L. Messenger <BLMessenger@duanemorris.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>; Camisha Simmons <camisha@simmonslegal.solutions>; David M. Hryck <david.hryck@hklaw.com>; John Allerding <John.Allerding@thompsonhine.com>
Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

Please communicate through your attorneys.

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You can not just say x is wrong in a general way

If you question anything feel free to ask I will provide the facts

It is key to be productive and get this closed
We are going in circle

A jv super a jv then no where

Then a budget to approve emergency I am told to go to hell basically

Then we get on a phobe ceo a disaster

Then I asked still now asking for one paragraph reassuring us you will get out of bankruptcy for a bank

then Charles say show me reyl can do it I did abd you all said no to 20 million but why

40 on the other house is so easy to finance outside a bankruptcy

You have been trying to stay in bankruptcy the deal was nit that between the business deal and legal many things are lost in translation

Now I am asking if you want me to pay Morgan and ris no answer

Whatever I am asked to do I bring it then you do not answer play dead

Then you call Morgan to get the payoff

Come on

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Cc: John Woodhouse <johnwoody67@hotmail.com>; Charles Andros

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Frericks <kevinfrericks@baypointadvisors.com>; Camisha Simmons <camisha@simmonslegal.solutions>;

David M. Hryck <david.hryck@hklaw.com>; John Allerdin <John.Allerdin@thompsonhine.com>

Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

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John

Sent from my iPhone

On Jul 22, 2023, at 5:36 AM, Louise Blouin <lt@ltbholding.com> wrote:

We love lawyers but they can not be in a bubble like fiction I am the one that can deliver what you want so ask me within the context of a big of material effects how we proceed

If I were you the first question is how can we help you close as everything you have done has been against any closing and rather abusif your style is not appropriate for this size of house and probably others I am in chapter 11 for bad conduct if you want to continue this road and have fun doing it and not listening to what is need it then be it but we will fight

So let's get this done without more threats and less legal fees

What happen to the jv you spend money on a jv and never asked if it was feasible tax wise with capital gain I said do it in the bvi
It went dead then the reyl
Charles killed it he did not reassure them that he would get out of bankruptcy that was our deal from the start then then then
I only ask for one paragraph stating that you will allow financing outside the bankruptcy that was refused as well I call this bad faith
Now I have a deal to close fast with Morgan ris and Charles says no unless I misunderstood as I just do not understand you guys as you shoot the bullet at your own feet
So it is important for me and my long time lawyer David to understand your motives and to close
If your motive is to kill and steal well you are doing a good job
You need to be presentable to the next lender

The partner lawyer who represent me and has for a long time has moved from Duane Moris to Holland and as a loyal client I shall follow him and have transferred files to him David

He has been handling the RIS for sometime and is going to engage after a successful deposition of 7 hours with them and settle all negotiation will be done in the next days he has started the lawyer under David is Dawn an X RIS he started weeks ago and we hope to get to a reasonable number To remove the lien
I know you are trying for the shares but you have no grounds as the default could not be avoided

Ris events :

The taxes were paid to a lawyer in an escrow account and never paid to RIS we need to get her trust statements then the rest is half interest and penalty no link either with Aberdeen brickchurch I never managed thé US us had a president and was clear through the email to pay it was paid and never made it to RIS

In my track record you will see no flaws
Just jgb and now baypoint
I wanted so to believe that Charles was different maybe I am still wrong I hope because I believe in you guys and with my fund we can do so much together .
You want to be paid
And I want to pay you
But the material adverse effects put upon us made all impossible to reach the goal we wish for
I appreciate the John's and Kevin and Charles
But we need to stop this witch 🧙 hunt
We need results not interpretation of your own narrative
Let's work to win you can see my track record it is not luck it is business irr it is honesty integrity hard work it is very little luck

David will assign a new lawyer to replace Brett we thank Brett for all his effort on this file.

Let me give a shot at your plan
I know you want all fast with default money

But both of these are not possible

So let's get to why your plan makes no sense to the market and even with this war zone

Done :

I can still get us a closing on Morgan very soon termsheet is signed with approximate date of closing but I need from you now an acceptance to increase to Handle the lien of RIS to do a deal at 20 million I need this answer by Monday If then we can increase it to get you your 20 million then finance the other house easily unless a buyer comes .

Either way we will not foreclose otherwise it will be perceived as bad faith on your part if you block the 15 m or 20 m

My wish is directed by the market by events not by myself interest and certainly by respecting the path of the law

We have two problems in the plan one is timing and default .

Default is the most interesting one we fall amongst within bad faith material adverse effects

We will fight your default rate as I can not go more than 55 ltv on the two properties enough to close your loan totally by increasing an invalid default you can have a bigger risk in state court of losing all your capital as it will be considered abusif

So let's look at why it is not a default :

Clause on page 23 d states material adverse effect it was impossible to meet your deadline for many reasons

A flood you all saw Mitch email refusing to support an emergency call you all saw the house after his decision to postpone the flood audit

What does this do ? You need to pay what the insurance is not paying only fair and mostly allow for lost time

The emergency call was done by email stating one pipe burst we need to get a team in to audit

You decide to take all from the dip account and put bureaucracy between 26 year owner and someone that has no knowledge to make such a decision they are country homes not city they are ocean homes and an owner that has experience and has a perfect track record since jgb

The responsibility is yours as you wanted it

What are the consequences?

No viewing and no rental and a bill to pay for the works and no evaluator can come in for refinancing for 6 months only when the rugs are down we can then get the evaluator in

If you want proof I will be delighted to resend to all of you .the emergency email and the response was arrogant dismissive and caused a huge blow

I am not responsible and taking my mortgage money to fix your mistake and having to battle to get paid for people that are even working to fix it

The faster it is fixed the faster the evaluator comes in we close Morgan then we close you

We will do fund and or Goldman

All I want is a paragraph saying you will work with reyl or any other lender can you not give me this

should not be a big deal you have 15 percent for 6 months which more than double your usual market rate and more than double the rate acceptable in Ny State and more than double your average rate of 12 pc

I am sure we can find ways that are reasonable to make this happen

Step one Morgan ris

Step two increase to get you out money to reduce 366 step two finance 366

If you collaborate it can be fast

So far reyl is not willing as they were not told you will get out of bankruptcy in any case the judge are going to kick us out

It is not good for you

I hope you understand if you do not understand my poor English

Ask us questions

Sent from [Outlook for iOS](#)

Exhibit Y-2

Allerding, John

From: Louise Blouin <lt@ltbholding.com>
Sent: Monday, July 24, 2023 2:47 PM
To: Allerding, John; David M. Hryck
Cc: John Woodhouse; John Isbell; Charles Andros; Kevin Frericks; Camisha Simmons; Messenger, Brett L.
Subject: Re: Summary why you need to be flexible to allow me to do the deal and refinance you

CAUTION EXTERNAL EMAIL

As well camisha can no longer represent me
As you took control or This is how messed up it is remembering the judge ordered you to negotiate this is how you negotiate in good faith I wonder how bad faith looks like

Sent from [Outlook for iOS](#)

From: Allerding, John <John.Allerding@thompsonhine.com>
Sent: Monday, July 24, 2023 8:39:21 PM
To: David M. Hryck <david.hryck@hklaw.com>
Cc: John Woodhouse <johnwoody67@hotmail.com>; John Isbell <john@jfi-law.com>; Charles Andros <charlesandros@baypointadvisors.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>; Camisha Simmons <camisha@simmonslegal.solutions>; Louise Blouin <lt@ltbholding.com>; Messenger, Brett L. <BLMessenger@duanemorris.com>
Subject: RE: Summary why you need to be flexible to allow me to do the deal and refinance you

David,

As John Isbell previously noted, Bay Point denies all of Ms. Blouin's baseless accusations. I do, however, need to follow-up on one point: the below-referenced alleged termination of Brett Messenger as counsel for the Debtor.

Ms. Blouin is not an officer or director of Brickchurch Enterprises, Inc. and does not have the authority to terminate Mr. Messenger as counsel for the Debtor. In fact, Ms. Blouin does not have any authority to take any action on behalf of Brickchurch Enterprises, Inc.

Ms. Blouin's continued assertion of authority over Brickchurch is creating confusion amongst the Debtor's professionals. We are going to ask the Bankruptcy Court to address this issue at its earliest opportunity. I just wanted to give you a heads up as a professional courtesy. We will serve you with the Motion once it is filed.

Feel free to reach out if you have any questions.

Cheers,

John

John C. Allerding | Thompson Hine LLP
3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326
3900 Key Center | 127 Public Square | Cleveland, Ohio 44114
Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953
Fax: 216.566.5800 | **Email:** John.Allerding@ThompsonHine.com
Web: <http://www.ThompsonHine.com>



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Atlanta | Chicago | Cincinnati | Cleveland | Columbus | Dayton | New York | Washington, D.C.



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Just jgb and now baypoint

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And I want to pay you

But the material adverse effects put upon us made all impossible to reach the goal we wish for

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We need results not interpretation of your own narrative
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Ask us questions

Sent from [Outlook for iOS](#)

Exhibit Y-3

Allerding, John

From: Camisha Simmons <camisha@simmonslegal.solutions>
Sent: Monday, August 7, 2023 2:09 PM
To: Allerding, John
Cc: John Isbell; Louise Blouin; Mathew Kabatoff; Messinger, Brett L.; David M. Hryck; Charles Andros
Subject: Brickchurch- Bankruptcy Counsel

CAUTION EXTERNAL EMAIL

John,

I received the below request from Louise with respect to debtor's counsel to Brickchurch. I'm fine with a change of counsel if that is what needs to be done. Thanks.

CAMISHA IT IS TIME TO MOVE ON I AM THE SHAREHOLDER AND YOU ARE NOT REPRESENTING THE INTEREST OF BRICKCHURCH

THE REST IS MY BUSINESS

WE CAN NOT AFFORD TO PAY MORE LAWYERS I AM SURE YOU UNDERSTAND THIS

Camisha L. Simmons | Managing Member

Simmons Legal PLLC

camisha@simmonslegal.solutions

www.simmonslegal.solutions

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